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**MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES COAST GUARD  
AND \_\_\_\_\_  
REGARDING THE LOAN AND USE OF AUTOMATIC IDENTIFICATION  
SYSTEM/DIGITAL SELECT CALLING TRANSPONDERS**

1. PARTIES. The parties to this Agreement are the United States Coast Guard and

\_\_\_\_\_  
(Name of individual mariner or mariner's sponsoring organization)

2. AUTHORITY. The Coast Guard is authorized to engage in the activities described herein pursuant to Title 14, United States Code, Sections 93(d) and 93(e)[14 U.S.C. §§ 93(d), 93(e)].

3. PURPOSE. The Coast Guard is party to a lease of Automatic Identification System/Digital Select Calling (AIS/DSC) transponders in three different configurations each of which will include electronic charts of the Lower Mississippi River. Under this Agreement, the Coast Guard will loan a transponder to the **mariner/ sponsoring organization** for up to two years to evaluate the effectiveness of transponders in providing accurate and timely information both within and outside of the Vessel Traffic Services Area and to test the new Vessel Traffic Service (VTS) system the Coast Guard will install in New Orleans. The transponder loaned under this Agreement is identified by the following number:\_\_\_\_\_.

4. PARTICIPATION. The **mariner/sponsoring organization** will participate in two test periods. The first two-month test period will follow the installation of a VTS in Gretna Light. The second two-month test period will start about 12 months later after installation of a VTS in the Vessel Traffic Center in downtown New Orleans. The schedule for tests will be determined by the Coast Guard.

During each test period, the **mariner/sponsoring organization** will operate the transponder continuously when underway or when at anchor, and will follow the Coast Guard's test plan. The **mariner/sponsoring organization** will record his/its observations, reply with observations over the VHF radio, or carry an observer aboard who will record observations. The **mariner/sponsoring organization** will provide the Coast Guard with comments on the effectiveness of the transponder.

Participation in this Agreement may make it necessary for the **mariner/sponsoring organization** to obtain a modification to existing radio station licenses. If the **mariner's/sponsoring organization's** existing license(s) limit use within the VHF marine band, the license(s) may have to be modified to allow use over the frequencies used during the tests. The Coast Guard will assist the **mariner/sponsoring organization** in the preparation of any request for modification of license(s).

5. INSTALLATION AND REPAIR. The Coast Guard will issue the transponder together with installation instructions to the mariner/sponsoring organization at the Coast Guard Electronics Support Unit (ESU) at the following address: Commandant (G-ACS-4/DM), U.S. Coast Guard, Electronics Support Unit, 4640 Urquhart Street, New Orleans, LA 70117-4698.

The mariner/sponsoring organization is responsible for installation and interface of the transponder with existing equipment on the participating vessel. The mariner/sponsoring organization will conform with the installation instructions, and with such other guidance as may from time to time be issued by the Coast Guard. The Coast Guard is responsible for obtaining the repair or replacement of the transponder, and the mariner/sponsoring organization will refrain from altering or modifying the transponder without the written approval of the Coast Guard. The mariner/sponsoring organization shall contact the Coast Guard ESU New Orleans for advice on resolving any problem with the transponder. If the transponder for any reason fails or becomes disabled while in use, the mariner/sponsoring organization will return the transponder to the Coast Guard ESU New Orleans together with a statement of the circumstances of the failure or damage.

6. LIABILITY. The mariner/sponsoring organization is responsible for the safe navigation and operation of his/its vessel. The use of a Coast Guard-supplied transponder, with associated display equipment, is intended to facilitate, not detract from, the exercise of that responsibility.

The Coast Guard intends to place up to 100 transponders into use during the two test periods, but not all vessels in the test area will be equipped with transponders or will participate in the test. Under these conditions, the mariner/sponsoring organization will exercise the degree of care required to conduct his/its vessel safely in the test area during testing and at all other times that the transponder is in operation.

The mariner/sponsoring organization holds the Coast Guard harmless from liability resulting from any risk, known or unknown, arising from use of a Coast Guard-supplied transponder.

7. DISPOSITION. At the conclusion of the second test period (which will coincide approximately with the expiration of the full term of the Coast Guard's lease or of any extensions), the mariner/sponsoring organization will return the transponder to the Coast Guard ESU New Orleans, subject to the following proviso, that if the Coast Guard's supplier does not want the transponder returned under the Coast Guard's lease, and if the Coast Guard does not want to take ownership or maintain possession of the transponder, then the Coast Guard's supplier will in writing abandon the transponder in the possession of the participating mariner or sponsoring organization. Under these conditions, the mariner/sponsoring organization will dispose of the transponder as he/it sees fit.

8. TRAINING. The Coast Guard will arrange a one-day training course on the installation and use of the transponder. No mariner/sponsoring organization will be issued a transponder unless he/it attends the training course.

9. POINTS OF CONTACT. The Coast Guard's point of contact for implementing this Agreement is \_\_\_\_\_.  
The mariner's/sponsoring organization's point of contact is \_\_\_\_\_.

10. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard, the U.S. Department of Transportation, the State of Louisiana, or local authorities. If the terms of this Agreement are inconsistent with existing directives of these agencies, then those portions of this Agreement that are inconsistent shall be invalid, but the remaining terms and conditions of this Agreement not affected by inconsistency shall remain in full force and effect.

11. EFFECTIVE DATE. The terms of this Agreement will become effective when both the Coast Guard and the participating mariner/sponsoring organization signs the Agreement in the space provided below.

12. MODIFICATION AND EXTENSION. This Agreement may be modified or extended in writing by mutual consent of the Coast Guard and the participating mariner/sponsoring organization.

13. TERMINATION. The terms of this Agreement, as modified, will remain in effect until *(date/completion of project/agreement of parties)*. This agreement may be terminated by either party upon 30 days written notice to the other party.

APPROVED:

FOR THE U.S. COAST GUARD

FOR THE PARTICIPATING MARINER/  
SPONSORING ORGANIZATION

\_\_\_\_\_  
Signature Block

\_\_\_\_\_  
Signature Block

Date:

Date: